

01-31-2000

MWP  
12.20.99



101254235

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
09-28-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01 3172000 DC0ATES 00000046 75171256  
01 FC:481 40.00 OP  
02 FC:482 575.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002013 FRAME: 0235

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

404-881-7000

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75171256"/>	<input type="text" value="75171257"/>	<input type="text" value="75643943"/>	<input type="text" value="1853927"/>	<input type="text" value="701172"/>	<input type="text" value="1618776"/>
<input type="text" value="75113175"/>	<input type="text" value="75170443"/>	<input type="text" value="75170442"/>	<input type="text" value="1310621"/>	<input type="text" value="660021"/>	<input type="text" value="2104649"/>
<input type="text" value="75122885"/>	<input type="text" value="75647564"/>	<input type="text"/>	<input type="text" value="1805674"/>	<input type="text" value="602094"/>	<input type="text" value="2168874"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jay E. Sloman, Esq.

12-20-89

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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2050106	<input type="text"/>	<input type="text"/>
2048023	<input type="text"/>	<input type="text"/>
1850517	<input type="text"/>	<input type="text"/>
1853926	<input type="text"/>	<input type="text"/>
1345074	<input type="text"/>	<input type="text"/>
1428256	<input type="text"/>	<input type="text"/>
1428255	<input type="text"/>	<input type="text"/>

AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of September 28, 1999 executed and delivered by SEROLOGICALS ROYALTY COMPANY, a corporation organized under the laws of Delaware (the "Debtor") in favor of BANK OF AMERICA, N.A., formerly known as, NationsBank, N.A. (South) and prior to that as NationsBank of Georgia, National Association ("NationsBank") as Agent (the "Secured Party").

WHEREAS, Serologicals Corporation (the "Company") and NationsBank entered into that certain Second Amended and Restated Credit Agreement dated as of October 16, 1997 (the "Existing Credit Agreement") pursuant to which NationsBank has agreed to extend certain financial accommodations to the Company subject to the terms thereof;

WHEREAS, the Debtor guaranteed, among other things, the Company's obligations to NationsBank under the Existing Credit Agreement on the terms and conditions contained in that certain Amended and Restated Guaranty dated as of October 16, 1997 (as amended, supplemented, restated or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Guaranty") in favor of NationsBank;

WHEREAS, the Debtor has granted to NationsBank on the terms and conditions contained in that certain Amended and Restated Trademark Collateral Assignment and Security Agreement dated as of October 16, 1997, (as amended, supplemented, restated or otherwise modified from time to time and in effect immediately prior to the date hereof, the "Existing Trademark Security Agreement") in favor of NationsBank, a security interest in the Trademark Collateral (as defined herein), as collateral security for payment and performance of their obligations under the Existing Guaranty;

WHEREAS, pursuant to the terms of that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") by and among the Company, each of the financial institutions party thereto as "Lenders" (the "Lenders"), and the Secured Party, the parties thereto are to amend and restate the Existing Credit Agreement to increase the amount of such credit facility, to permit all of the Lenders to provide credit to the Company on the terms contained therein, and for other purposes provided therein;

WHEREAS, the Existing Guaranty is to be amended and restated pursuant to that certain Second Amended and Restated Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Guaranty");

WHEREAS, the Company has agreed to make available to the Debtor from time to time some of the proceeds of such financial accommodations to be made available under the Credit Agreement pursuant to intercompany loans and otherwise;

WHEREAS, the Debtor, the Company and the other subsidiaries of the Company, though separate legal entities, are mutually dependent on each other in the conduct of their respective businesses and have determined it to be in their mutual best interests to obtain financing from the Secured Party and the Lenders through their collective efforts;

WHEREAS, the Debtor acknowledges that it will receive direct and indirect benefits from the Secured Party and the Lenders making such financial accommodations available to the Company under the Credit Agreement;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the parties hereto amend and restate the terms of the Existing Trademark Security Agreement pursuant to the terms of this Agreement;

WHEREAS, the Company indirectly owns all of the outstanding capital stock of the Debtor;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor hereby agrees with the Secured Party that the Existing Trademark Security Agreement is amended and restated as follows:

**Section 1. Security Interest In Trademarks.** Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance of all of the Obligations, the Debtor hereby conditionally assigns to the Secured Party, for the benefit of the Lenders and grants to the Secured Party, for the benefit of the Lenders a security interest in, with power of sale to the extent permitted by Applicable Law, all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; (b) the goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral; and (c) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

**Section 2. Effective Date of Conditional Assignment.** Upon a Default or Event of Default (each as defined in the Credit Agreement), The Debtor hereby acknowledges and agrees that the conditional assignment of the Trademark Collateral effected hereby shall automatically occur and be effective, without any action necessary on the part of, or any notice to or consent from, the Debtor, the Secured Party or any other Person, simultaneously with any foreclosure on, or transfer or other conveyance of, any of the Collateral by or to the Secured Party, on behalf of the Lenders as permitted under, or otherwise as a result of or in lieu of the exercise of the Secured Party, on behalf of the Lenders rights and remedies under, the Credit Documents or Applicable Law.

**Section 3. Restrictions on Future Agreements.** Except for the agreements set forth on Schedule 5. or as permitted by the Loan Documents, the Debtor shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Trademark Collateral to any Person, except that so long as no Default or Event of Default has occurred and is continuing, the Debtor may enter into license or royalty agreements with respect to the Trademark Collateral with any Loan Party. The Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action by any Person, which would adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement or the rights associated with any of the Trademark Collateral.

**Section 4. New Trademark Collateral.** The Debtor represents and warrants that Schedule 1 is a true, correct and complete listing of all of the trademarks, trademark applications, service marks and service mark applications of the Debtor. If, prior to the termination of this Agreement, the Debtor shall obtain rights to any other trademarks, trademark applications, service marks, service mark applications or other property which constitutes or would constitute Trademark Collateral, or the Debtor shall register any Trademark Collateral with the United States Patent and Trademark office which Trademark Collateral is not so registered as of the date hereof, the Debtor shall promptly so notify the Secured Party in writing. Upon such occurrence, the Debtor shall, at the request of the Secured Party and at the Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to subject such other trademarks, trademark applications, service marks, service mark applications or other property to the conditional assignment and security interest effected hereby and/or to perfect such conditional assignment and security interest.

**Section 5. Representations.** The Debtor represents and warrants to the Secured Party, for the benefit of the Lenders that:

(a) Each trademark, trademark application, service mark and service mark application constituting part of the Trademark Collateral is subsisting and no such trademark, trademark application, service mark or service mark application has been adjudged invalid or unenforceable in whole or in part;

(b) The Trademark Collateral (other than any trademark or service mark application) is (and, to the knowledge of the Debtor, any trademark or service mark application of the Debtor is) valid and enforceable and no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) The Debtor (i) is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Trademark Collateral (other than any trademark or service mark application), free and clear of any Liens other than Permitted Liens and licenses granted to other Loan Parties (as defined in the Credit Agreement), and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application, free and clear of any Liens other than Permitted Liens; and

(d) Schedule 5. hereof sets forth all license and royalty agreements or other arrangements regarding or in any way relating to any Trademark Collateral (the "License Agreements") and no item set forth on Schedule 5. hereof prohibits or limits the Debtor in any way from granting to the Secured Party, for the benefit of the Lenders the conditional assignment and security interest effected by this Agreement.

Section 6. Royalties; No Liability. The Secured Party's interest in the Trademark Collateral as granted and authorized by the Debtor hereunder shall be coextensive with the Debtor's interest in the Trademark Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to the Debtor. Notwithstanding any other provision of this Agreement to the contrary, the Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Secured Party to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 7. Right to Inspect. The Secured Party shall have the right from time to time, upon reasonable notice and during normal business hours, to enter upon the Debtor's premises and to examine the Debtor's books, records and operations relating to the Trademark Collateral. After the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Secured Party, for the benefit of the Lenders shall have the right to take any and all actions to preserve the Trademark Collateral and any and all infringements thereon.

Section 8. Termination of Collateral Assignment and Security Interest. This Agreement is made for collateral security purposes only. Upon the indefeasible payment in full of all of the Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to the Debtor, at the Debtor's sole cost and expense, all termination statements and other instruments as the Debtor may reasonably request to

terminate the Secured Party's security interest in, and conditional assignment of, the Trademark Collateral. Any affidavit, certificate or other written statement of any officer of the Secured Party stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 9. Additional Obligations of the Debtor. (a) The Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Trademark Collateral, including without limitation, making timely filings with the United States Patent and Trademark Office for renewals and extensions and diligently monitoring unauthorized use of the Trademark Collateral except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) The Debtor shall notify the Secured Party promptly if the Debtor knows that any application or registration relating to any Trademark Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Debtor's ownership of or the Secured Party's interest in, any Trademark Collateral, its right to register the same, or its right to keep and maintain the same.

(c) The Debtor will at the Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to obtain the relevant registration) and to maintain the Trademark Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a Material Adverse Effect.

(d) If any of the Trademark Collateral is infringed by any Person, the Debtor shall notify the Secured Party promptly after the Debtor learns thereof. At the Secured Party's request if such infringement would be reasonably likely to have a Material Adverse Effect, and at the Debtor's sole cost and expense, the Debtor shall promptly bring any claim for infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Secured Party, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Trademark Collateral.

Section 10. Right to Sue. If an Event of Default has occurred and is continuing, the Secured Party, on behalf of the Lenders shall have the right, but not the obligation, to bring suit in its own name or in the name of the Debtor to enforce any rights pertaining to the Trademark Collateral and, if the Secured Party shall commence any such suit, the

Debtor shall, at the request of the Secured Party and at the sole cost and expense of the Debtor, cooperate fully to the extent requested by the Secured Party in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Secured Party and any Lender for all reasonable costs and expenses incurred by the Secured Party and any Lender in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 11. Exercise of Rights and Remedies upon an Event of Default. Upon the occurrence of an Event of Default, the Secured Party, on behalf of the Lenders may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and under any other Applicable Law, including, without limitation, the right, without notice except as specified below and with or without taking possession thereof, to sell the Trademark Collateral or any part thereof at public or private sale at any location chosen by the Secured Party, for cash, on credit or for future delivery. The Debtor agrees that, to the extent notice of sale shall be required by Applicable Law, at least ten-days' notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, but notice given in any other reasonable manner or at any other reasonable time shall constitute reasonable notification. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to establish additional product quality controls as the Secured Party may deem necessary to assure maintenance of the quality of products sold by the Debtor in connection with any of the Trademark Collateral. Further, upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to notify any Person obligated under a License Agreement to pay to the Debtor any fees, royalties or other amounts, to pay such fees, royalties and other amounts directly to the Secured Party, for the benefit of the Lenders.

Section 12. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Trademark Collateral following an Event of Default shall be applied by the Secured Party, for the benefit of the Lenders in the order provided for in the Credit Agreement.

Section 13. Severability Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 14. Rights Cumulative. The rights and remedies of the Secured Party, for the benefit of the Lenders under this Agreement, the Credit Agreement, and the other Credit Documents shall be cumulative and not exclusive of any rights or remedies which it otherwise has. In exercising its rights and remedies the Secured Party may be selective and no failure or delay by the Secured Party in exercising any right shall operate as a

waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 15. Secured Party's Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Secured Party, on behalf of the Lenders as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of the Debtor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument or document which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Secured Party may have under this Agreement or applicable law, including without limitation, (a) to sign the Debtor's name on all applications, documents, papers and instruments related to the Trademark Collateral, or which the Debtor is to provide under Section 4. hereof, (b) to grant or issue any exclusive or non-exclusive license under any of the Trademark Collateral or (c) to assign, pledge, convey or otherwise dispose of any of the Trademark Collateral; provided, however, the Secured Party may exercise such power of attorney for the purposes described in the preceding clauses (b) and (c) only upon the occurrence and during the continuation of an Event of Default. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 16. Binding Effect; Benefits. This Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party, the Lenders and their respective successors and assigns; provided, however, that the Debtor shall not be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Trademark Collateral, or any part thereof, or any cash or property held by the Secured Party as Trademark Collateral under this Agreement, without the prior written consent of the Secured Party. Without limiting the generality of the foregoing sentence, any Secured Party may assign to one or more Persons, or grant to one or more Persons assignments or participations in or to, all of any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to such Secured Party herein or otherwise, subject however, to the provisions of the Credit Agreement, including Article XI thereof (concerning the Secured Party) and Section 12.05 thereof concerning assignments and participations. All references herein to the Secured Party shall include any successor thereof. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Debtor.

Section 17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

Section 18. Notices. All notices and other communications required or otherwise provided for hereunder shall be given in accordance with the notice provisions of the Credit Agreement.

Section 19. No Duty. Neither the Secured Party nor any Lender shall be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Trademark Collateral except for those arising out of or in connection with the Secured Party's gross negligence or willful misconduct or to the extent found in a final, non-appealable judgment by a court of competent jurisdiction or by a binding determination of any arbitral body, as applicable, to have resulted from the bad faith of the Secured Party. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any action necessary to preserve rights in the Trademark Collateral against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Obligations secured hereby.

Section 20. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the Debtor and the Secured Party. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 21. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 23. Definitions. (a) For the purposes of this Agreement:

"Obligations" means, individually and collectively:

- (i) all Obligations (as defined in the Credit Agreement);
- (ii) all obligations and indebtedness of the Debtor, owing to any one or more of the Secured Party or any Lender of every kind, nature and description, under or with respect to the Guaranty, this Agreement or any of the other Credit Documents, whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, and whether or not evidenced by any note;
- (iii) all other obligations and indebtedness owing by the Debtor to any one or more of the Secured Party or any Lender and all future advances made to the Debtor by the any one or more of the Secured Party or any Lender, however and whenever created, arising or evidenced, whether direct or indirect, through assignment from third parties, whether absolute or contingent, or otherwise, now or hereafter existing, or due or to become due, including, without limitation, obligations under all guaranties, letters of credit and overdrafts; and

(iv) any and all renewals, modifications, extensions and supplements to any of the foregoing.

Without limitation of the foregoing, the term "Obligations" shall include any Indebtedness of the Debtor to any other Loan Party which now or hereafter becomes owing to the any one or more of the Secured Party as assignee of such other Loan Party pursuant to any of the Security Documents or otherwise.

(b) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement and which are defined in the Uniform Commercial Code as in effect in the State of Georgia, as amended, are used herein with the respective meanings given them therein. References in this Agreement to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

Section 24. Arbitration ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES HERETO INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL BE DETERMINED BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (OR IF NOT APPLICABLE, THE APPLICABLE STATE LAW), THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. (J.A.M.S.), AND THE "SPECIAL RULES" SET FORTH BELOW. IN THE EVENT OF ANY INCONSISTENCY, THE SPECIAL RULES SHALL CONTROL. JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ANY PARTY TO THIS AGREEMENT MAY BRING AN ACTION, INCLUDING A SUMMARY OR EXPEDITED PROCEEDING, TO COMPEL ARBITRATION OF ANY CONTROVERSY OR CLAIM TO WHICH THIS AGREEMENT APPLIES IN ANY COURT HAVING JURISDICTION OVER SUCH ACTION.

A. SPECIAL RULES. THE ARBITRATION SHALL BE CONDUCTED IN THE CITY OF THE DEBTOR'S DOMICILE AT THE TIME OF THIS AGREEMENT'S EXECUTION AND ADMINISTERED BY J.A.M.S. WHO WILL APPOINT AN ARBITRATOR; IF J.A.M.S. IS UNABLE OR LEGALLY PRECLUDED FROM ADMINISTERING THE ARBITRATION, THEN THE AMERICAN ARBITRATION ASSOCIATION WILL SERVE. ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN 90 DAYS OF THE DEMAND FOR ARBITRATION; FURTHER, THE ARBITRATOR SHALL ONLY, UPON A SHOWING OF CAUSE, BE PERMITTED TO EXTEND THE COMMENCEMENT OF SUCH HEARING FOR UP TO AN ADDITIONAL 60 DAYS.

B. RESERVATION OF RIGHTS. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO (I) LIMIT THE APPLICABILITY OF ANY OTHERWISE APPLICABLE STATUTES OF LIMITATION OR REPOSE AND ANY WAIVERS CONTAINED IN THIS AGREEMENT; OR (II) BE A WAIVER BY ANY ONE OR MORE OF THE SECURED PARTY OR LENDERS OF THE PROTECTION AFFORDED TO IT BY 12 U.S.C. SEC. 91 OR ANY SUBSTANTIALLY EQUIVALENT STATE LAW; OR (III) LIMIT THE RIGHT OF ANY ONE OR MORE OF THE SECURED PARTY OR THE LENDERS HERETO (A) TO EXERCISE SELF HELP REMEDIES SUCH AS (BUT NOT LIMITED TO) SETOFF, OR (B) TO FORECLOSE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL, OR (C) TO OBTAIN FROM A COURT PROVISIONAL OR ANCILLARY REMEDIES SUCH AS (BUT NOT LIMITED TO) INJUNCTIVE RELIEF, WRIT OF POSSESSION OR THE APPOINTMENT OF A RECEIVER. THE SECURED PARTY, ON BEHALF OF THE LENDERS MAY EXERCISE SUCH SELF HELP RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS AGREEMENT. NEITHER THE EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

SECTION 25. EXISTING TRADEMARK ASSIGNMENT. PURSUANT TO A CERTAIN ASSIGNMENT AGREEMENT DATED JULY 3, 1996 (THE "ASSIGNMENT") EXECUTED BY SEROLOGICALS, INC. ("SEROLOGICALS") IN FAVOR OF THE DEBTOR, SEROLOGICALS ASSIGNED TO THE DEBTOR ALL OF SEROLOGICALS' RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY DESCRIBED ON SCHEDULE 1 ATTACHED HERETO (THE "EXISTING COLLATERAL"), WHICH ASSIGNMENT WAS FORWARDED TO THE UNITED STATES PATENT AND TRADEMARK OFFICE (THE "PTO") FOR RECORDATION ON OCTOBER 16, 1997. THE DEBTOR ACKNOWLEDGES THAT THE EXISTING COLLATERAL WAS AT THE TIME OF SUCH TRANSFER SUBJECT TO A LIEN (THE "EXISTING LIEN") IN FAVOR OF THE EXISTING LENDER CREATED PURSUANT TO THE TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF JUNE 29, 1994 IN FAVOR OF NATIONSBANK, RECORDED ON JULY 12, 1994 AT REEL 1181, FRAME 319 OF THE PTO, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF DECEMBER 21, 1994 BETWEEN SEROLOGICALS AND NATIONSBANK, RECORDED ON JANUARY 17, 1995 AT REEL 1275, FRAME 286 OF THE PTO, AS AMENDED BY THAT CERTAIN SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT DATED AS OF JULY 20, 1995 BETWEEN SEROLOGICALS AND

NATIONSBANK, WHICH WAS RECORDED ON JULY 25, 1995 AT REEL 1374, FRAME 0561 OF THE PTO. THE PARTIES DO NOT INTEND THIS TRADEMARK ASSIGNMENT NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO EFFECT A RELEASE OF THE EXISTING LIEN, NOR TO AFFECT THE PERFECTION OR PRIORITY OF THE EXISTING LIEN IN ANY OF THE EXISTING COLLATERAL IN ANY WAY WHATSOEVER.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Second Amended and Restated Trademark Collateral Assignment and Security Agreement under seal as of the date and year first written above.

SEROLOGICALS ROYALTY COMPANY

By:   
Name: Russell H. Plumb  
Title: President

STATE OF GEORGIA        )  
                                  ) ss  
COUNTY OF FULTON    )

The foregoing Second Amended and Restated Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me as of September 24, 1999, by Russell H. Plumb, personally known to me to be the President of Serologicals Royalty Company, on behalf of such corporation.

  
Notary Public  
My commission expires: Feb. 14, 2003  
Notary Public, Fulton County, Georgia

(NOTARIAL SEAL)

[Acceptance on Next Page]

Accepted and agreed to as of the date  
first written above.

BANK OF AMERICA, N.A.

By: Melinda M. Bergom  
Name: Melinda M. Bergom  
Title: Senior Vice President

STATE OF GEORGIA        )  
  ) ss  
COUNTY OF FULTON     )

The foregoing Second Amended and Restated Trademark Collateral Assignment  
and Security Agreement was executed before me as of September 24, 1999, by  
Melinda Bergom, personally known to me to be the  
Senior Vice President of Bank of America, N.A., on behalf of such  
entity.

Gynthia H. Hamilton  
Notary Public

My commission expires \_\_\_\_\_

(NOTAREAL SEAL)



**SCHEDULE 1**

<b><u>Mark Name</u></b>	<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
PENTEX	Australia		6/6/89	512,122	12/12/91
BIOSCOT	European Community	1,144,096	4/9/99		
BIOSCOT	European Community	353,656	7/12/96	353,656	11/25/98
CREATING A HEALTHIER WORLD	European Community	1,144,070	4/9/99		
MONOSERA	European Community	353,714	7/12/96	353,714	5/22/98
PENTEX	European Community	1,142,678	4/9/99		
SEROLOGICALS	European Community	353,722	7/12/96	353,722	3/22/99
Serologicals' Blood Drop and Heads Design	European Community	1,144,120	4/9/99		
EX-CYTE	France		6/1/90	1,595,355	6/1/90
PENTEX	France	214,341	6/1/90	1,595,345	6/1/90
EX-CYTE	Germany	M67758	7/12/90	2,100,686	7/3/96
PENTEX	Germany	M67759	7/12/90	1,189,939	3/14/94
EX-CYTE	Italy	37283-C/88	11/9/88	551138	10/16/91
PENTEX	Italy	90-40473	6/13/90	600,362	7/12/93
BIOSCOT	U.S.A.	75/171,256	9/23/96		
BIOSCOT	U.S.A.	75/171,257	9/23/96		

CREATING A HEALTHIER WORLD	U.S.A.	74/444,582	10/6/93	1,853,927	9/13/94
CREATING A HEALTHIER WORLD	U.S.A.	75/643,943	2/19/99		
EX-CYTE	U.S.A.	74/366,451	2/22/93	1,805,674	11/23/93
MOD-U-CYTE	U.S.A.	73/452,208	11/10/83	1,310,621	12/25/84
MONOSERA	U.S.A.	75/113,175	6/3/96		
PATH-O-CYTE	U.S.A.	72/072,885	5/4/59	701,172	7/19/60
PENTEX	U.S.A.	71/662,464	3/11/54	602,094	2/15/55
PENTEX	U.S.A.	72/022,768	1/17/57	660,021	4/1/58
PENTEXT	U.S.A.	74/025,593	2/5/90	1,618,776	10/23/90
SERAMED	U.S.A.	75/170,443	9/23/96		
SERAMED	U.S.A.	75/170,442	9/23/96		
Seramed's Human Figures and Blood Drop Design	U.S.A.	75/122,885	6/20/96	2,168,874	6/30/98
Seramed's Human Figures and Blood Drop Design	U.S.A.	75/122,884	6/20/96		
SEROLOGICALS	U.S.A.	75/027,136	12/4/95	2,104,649	10/14/97
SEROLOGICALS	U.S.A.	74/444,396	10/6/93	2,050,106	4/8/97
SEROLOGICALS	U.S.A.	75/975,292	10/6/93	2,048,023	3/25/97

Serologicals' Blood Drop and Heads Design	U.S.A.	75/647,564	2/20/99	
Serologicals' Blood Drop and Heads Design	U.S.A.	74/444,584	10/6/93	1,850,517 8/23/94
Serologicals' Blood Drop and Heads Design	U.S.A.	74/444,380	10/6/93	1,853,926 9/13/94
EX-CYTE	United Kingdom	1,345,074	5/20/88	1,345,074 5/18/90
PENTEX	United Kingdom	1,428,256	5/21/90	1,428,256 5/12/92
PENTEX	United Kingdom	1,428,255	5/21/90	1,428,255 6/12/92

SCHEDULE 5

Licenses and Royalty Agreements

None